

Invitation for Bid (IFB)

TAC 1169D

Supplies or Service Requested: Southside Liquid Biosolids Disposal by Land Application

Department: Water & Sewer

NIGP Commodity Code(s):
958-12

Solicitation Schedule

EVENT	DATE
IFB Issue Date	07/15/2022
Pre-Bid Conference or Webinar <i>Location Zoom/Teams link</i>	No Pre-Bid Conference
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	08/01/2022 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	08/10/2022

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with IFB **TAC 1169D** on the subject line.

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service Requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The City of Tulsa is seeking a source to provide Liquid Biosolids Disposal By Land Application for the Southside Wastewater Treatment Plant for the Water & Sewer Department.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

The entire Invitation for Bid (IFB) including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Capitalized terms used in this IFB and not defined in the Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the Tulsa Revised Ordinances found at https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=CD_ORD_TIT6FIDE_CH4PU

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.

II. SCOPE OF WORK AND SPECIFICATIONS

1. Scope of Work

It is the intent during this period to secure a reliable source for the Liquid Biosolids Disposal By Land Application for the Southside Wastewater Treatment Plant as required by the Water and Sewer Department.

Seller Qualifications

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

201. GENERAL

Project work will take place at the Southside Dewatering facility, which generates anaerobically digested Class B biosolids. The biosolids will be stored in the lagoon located at this facility prior to liquid land application.

201.1. Under this agreement, the Seller agrees to load, transport, apply and incorporate all biosolids stored within the Southside Wastewater Treatment Plant Lagoon. Removal of biosolids from the Southside lagoon will occur once as a total cleanout. Care must be taken by the Seller to not disturb the lagoon protective clay liner.

The Seller's obligation is to mobilize and initiate removal of material from the lagoon per the schedule in Section 206. The actual pay quantity will be based upon the volume of material contained in the lagoon after removal of all readily pumpable material by the City, as determined by measurements made just prior to commencing work under this agreement. These measurements shall be made by City survey crews with all computations of pay quantity volumes performed by the City. All survey notes and computations will be furnished to the Seller. The City and the Seller must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work.

The Southside Wastewater Treatment Plant produces and land applies approximately **4,000,000 gallons** of biosolids per year. The quantity stated in Bid Item No. 204.1, 204.2 and 204.3 of the Delivery and Pricing Section is an estimate to be used for bidding purposes only. The Seller will be paid on a per gallon basis and must provide sufficient equipment to load, transport, apply and incorporate all biosolids as required within these agreement documents.

201.2. All work shall be coordinated with Cindy Cantero, Support Service Manager, Water and Sewer Department, 175 E. 2nd Street, Ste. 1400, Tulsa, Oklahoma, 74103, (918) 596-9870. **BIDDERS MUST NOT CONTACT ANYONE OTHER THAN THE BUYER DURING THE BIDDING PROCESS OR RISK HAVING THEIR BID REJECTED.**

202. QUALIFICATION REQUIREMENTS FOR BIOSOLIDS REMOVAL

202.1. The Seller shall have performed five (5) projects similar in scope, and in accordance with all applicable laws and ordinances shall hold a current applicable license to perform such work.

202.2 **The Seller shall provide the following information for qualification with the Bid.**

- A. Experience in loading, pumping, transporting, unloading, and land applying. It is not required that the Seller have experience in the State of Oklahoma. Reference list of at least five (5) similar projects, showing:
 - 1. Locations
 - 2. Distances hauled
 - 3. Size and type of trucks and/or trailers
 - 4. Quantities hauled
 - 5. Materials hauled
 - 6. Contact name and phone number

- B. Shall provide a list of all the equipment proposed to be utilized including:
 - 1. Type of Equipment
 - 2. Manufacturer
 - 3. Model
 - 4. Year
 - 5. Hauling Capacity

- C. Statement of Bidder's thorough understanding of the regulatory agencies requirements in the State of Oklahoma which apply to the proposed method of biosolids disposal.

202.3 Bidders who have been previously qualified for any biosolids removal or disposal contracts **are not exempt** from the requirement to submit Qualification Information.

203. BIOSOLIDS REMOVAL AND DISPOSAL

203.1. Seller shall remove the biosolids with a float mounted dredge, raft or biosolids pump, except that during the early phase of emptying the lagoon, when biosolids depth and flow characteristics make it feasible, the Seller may then use a farm type tractor and power take-off driven type pump or similar combination or arrangement of equipment, subject to the approval of the City, provided that the tractor and associated equipment rest entirely upon the existing lagoon ramp. Any pump or equipment shall not be placed on the side slopes of the lagoon without permission of the City.

203.2. The ramp at the northwest and northeast corner of the lagoon can be used to perform work.

203.3 Seller shall be responsible for the removal, transportation, land application, earth incorporation and all other work and operations incidental to dispose of biosolids contained within the Southside Dewatering Facility in accordance with these agreement documents.

203.4 City shall determine if excessive earth has been removed from lagoon bottom and/or side slopes. City shall calculate, in cubic yards, amount of earth removed excessively and deduct this from the final payment at a rate of \$300.00/cubic yard.

204. BID ITEM

204.1. LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED IN THE SOUTHSIDE LAGOON ABOVE ONE FOOT AVERAGE DEPTH PER THESE AGREEMENT DOCUMENTS. BID IS UNIT PRICE PER GALLON.

204.1.1 The work under this item shall consist of all the labor, equipment and materials to remove biosolids from the lagoon, transport to the application site, land apply the biosolids and return to the lagoon. The Lagoon shall be emptied of biosolids to an average surface elevation approximately one foot (1.0') higher than the lagoon's average bottom elevation (619.7). This bid item applies to the partial cleanout and the total cleanout work. All biosolids above this elevation shall be removed as well as removal of all debris, including but not limited to, grit, plastics, and other nonvolatile substances which protrude above the surface of the lagoon on the sides. The debris shall be mixed in with the contents of the lagoon in order to establish uniform percent solids.

204.1.2 PAYMENT: Payment for this item shall be made at the unit price per gallon of material removed from the lagoon to the extent given in 204.1.1 and incorporation into the soil at the application site selected by the City. The quantity stated in Bid Item No. 204.1 of the Delivery and Pricing Section is an estimate to be used for bidding purposes only. The actual pay quantity will be based upon the volume of material contained in the lagoon after removal of all readily pumpable material by the City as determined by measurements made just prior to commencing work under this agreement. These measurements shall be made by City survey crews, with all computations of pay quantity volumes performed by the City. All survey notes and computations will be furnished to the Seller. The payable volume will be extrapolated from Attachment 1 to determine the mutually agreed upon volume prior to commencement of work.

204.2. LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED IN THE SOUTHSIDE LAGOON BELOW ONE FOOT AVERAGE DEPTH PER THESE AGREEMENT DOCUMENTS. BID IS UNIT PRICE PER GALLON

204.2.1. The work under this item shall consist of all the labor, equipment and materials to remove biosolids from the lagoon, transport to the application site, land apply the biosolids and return back to the lagoon. The work under this item shall consist of all biosolids contained within the Lagoon below one-foot average depth. This bid item applies to the total cleanout work. The Lagoon shall be emptied of biosolids to the bottom elevation, or shall be emptied to an elevation slightly above the bottom elevation at the discretion of the Water and Sewer Dept.

204.2.2 PAYMENT: Payment for this item shall be made at the unit price per gallon of material removed from the lagoon below one-foot average depth. The quantity stated in Bid Item No. 204.2 of the Delivery and Pricing Section is an estimate to be used for bidding purposes only.

The actual pay quantity will be based upon the volume of material contained in the lagoon as determined by measurements made just prior to commencing work under this agreement. These measurements shall be made by City and Seller's crews, with all computations of pay quantity volumes performed by the City. All notes and computations will be furnished to the Seller. The City and the Seller must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work on the lagoon. No reimbursement shall be made for any biosolids removed beyond the mutually agreed upon volume.

Attachment 1 shall be used to determine the mutually agreed upon volume. The Seller's provided rod man shall measure the depth of biosolids from the lagoon floor surface to the average elevation required by 204.1. The depth will be taken at 12 locations, distributed evenly throughout the lagoon. The City will provide a measuring rod. The average depth of biosolids will be utilized to calculate the payable volume of biosolids in each lagoon for this item based on known volumes from Attachment 1.

204.3 COST PER MILE FOR EACH 1,000 GALLONS HAULED FURTHER THAN 44 MILES ROUND TRIP HAUL ROUTE INCLUDED PER THESE AGREEMENT DOCUMENTS. BID IS UNIT PRICE FOR 1,000 GALLONS PER MILE.

204.3.1. This bid item is for payment per mile of each 1,000 gallons of Biosolids hauled further than 44 miles round trip haul route from the entrance gate at the Southside Dewatering facility to the entrance of the field.

For example, if 2,000,000 gallons is transported 2 miles further than 44 miles round trip, then the quantity is

$$2,000,000 \text{ gallons} / 1,000 \times 2 \text{ miles} = 4,000 \text{ thousand gallons-miles}$$

204.3.2. Application sites and haul routes to and from the sites shall be determined by the City.

204.3.3 PAYMENT: Payment for this item shall be for quantities determined by the City. Prior to work under this item, the City will issue a work order with the quantity in gallons of Biosolids to be hauled, the round-trip haul route miles 44 miles to the selected application site; and the pay amount for the selected site. Seller shall show their concurrence with said information by signing the work order and returning to the City. Only when the City and Contractor mutually agree upon the pay amounts for the selected site will work commence under this item.

205. MISCELLANEOUS PROVISIONS

- 1) The Seller shall furnish all labor, equipment, and supplies including water except those designated herein.
- 2) Seller shall strictly observe precautions stated in Section 219, Spill Prevention and Control Plan.
- 3) The City may allow, at its option, Seller to use track equipment within the lagoon for total cleanout. Southside Wastewater Treatment Plant Lagoon has been clay lined in accordance with the State of Oklahoma Department of Environmental Quality (ODEQ) Guidelines in 1984, having a two (2) foot thick clay liner. The liner has no protective cover material. This lagoon was used for liquid biosolids until the belt press facility was constructed and in service in 1997. The lagoon was used for biosolids cake and cleaned out in 2017. It was used again in for liquid biosolids and cleaned out in 2019. There is not current damage to the liner.
- 4) The equipment must be track type, without cleats, as approved by the City.
- 5) The equipment used in the bottom of the lagoon must not exceed 5.0 p.s.i. of ground pressure or leave compaction, cutting of deep ruts and/or other damage to the clay liner. Prior to use, the Seller must submit manufacturer's specifications including information regarding ground pressure of the equipment to the City, for final approval.
- 6) Use of track equipment within the lagoon shall be during daylight hours only.
- 7) Track equipment shall be limited only to back blading in order to crowd biosolids toward the dredge, mobile biosolids raft, or pump suction. No apparatus on either the front or back of the equipment, intended to drag or scrape the bottom will be allowed. Prior to use, any drag-type apparatus will require City approval.
- 8) Seller must use extreme caution not to damage or violate the lining of the lagoon.
- 9) Seller may not dig any sumps in any of the lagoon.
- 10) It is understood and agreed by the parties hereto that the dams, walls or dikes surrounding the Lagoon as well as the bottom and side slopes of the Lagoon are permanent in nature. Any damage thereto by Seller will be repaired by Seller.
- 11) Seller will supply sufficient resources to handle biosolids at a rate sufficient to remove and dispose of said biosolids in a timely and responsible manner and within the number of consecutive calendar days specified in Section 206, Scheduling.
- 12) Seller shall be responsible for the removal and proper disposal of all debris, including but not limited to, grit, plastics, and other nonvolatile substances within the Lagoon which protrude above the surface of the lagoon on the bottom and sides. The debris shall be mixed in with the contents of the lagoon in order to establish a uniform percent solids.

- 13) When Seller believes the surface elevation of the lagoon being emptied is approaching the required elevation, he may request verification from an authorized City representative. Said verification will be conducted as specified in Section 213 to determine fulfillment of agreement requirements. The City will perform all computations of average surface depth/elevation and provide a copy of same to the Seller.
- 14) Upon completion of biosolids application to a given area, the soil surface shall be left in a level condition equal to the soil surface prior to any disturbance due to the biosolids application activities or an interim condition acceptable to the property owner or operator. Seller shall be responsible for providing additional discing, dragging, or rolling operations at the completion of application projects to produce an acceptable soil surface.
- 15) Seller shall exercise care in use of proper equipment for biosolids application and incorporation to prevent soil compaction, cutting of deep ruts and/or other damage that may negatively impact the establishment and perpetuation of plant cover on the referenced land application sites. Low ground pressure flotation tires are required on all vehicles spreading biosolids.
- 16) Seller shall exercise care to avoid damage to land, roads, fences, growing crops and livestock which may arise out of the application of biosolids. The repair and/or replacement of any property of the land owner or operator, damaged by the Seller and/or subcontractor, shall be the responsibility of the Seller.
- 17) In the event the low bidder on this agreement is also the low bidder on any other agreement for the City of Tulsa, the Seller must provide sufficient resources and execute both agreements simultaneously.
- 18) When dust becomes a nuisance to plant operations, the Seller shall provide a means to wet down roads around the lagoon area. Plant effluent water from a hydrant can be used by the Seller at no charge. Coordination with City Supervision must be made before obtaining water.
- 19) Daily samples are required each day of land application. The City will provide the sample bottles. Two samples are to be collected at the same time each day of land application. The date, time and lagoon number will be written on the sample bottle by the Seller.

206. SCHEDULING

- 206.1. The Seller's obligation is to complete a total cleanout of material from the lagoon within **45 calendar days** from notification in writing from the City to commence work on the lagoon.
- 206.2. The City shall schedule and perform the survey of the lagoon as specified in Section 213. The Work shall commence within ten (10) calendar days from the date of notification in writing from the City.
- 206.3. The Seller shall submit to the Water Pollution Control office a proposed schedule for removal operations within ten (10) calendar days from the survey of the lagoon.

207. BIOSOLIDS TRANSPORTATION

- 207.1. Any transportation of biosolids or other material by Seller shall be done in vehicles or equipment which contain the biosolids or other material in a manner to avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, Seller shall be responsible for cleaning up any such biosolids or other material to the satisfaction of the City and other authorities having jurisdiction in accordance with Section 219.
- 207.2. All vehicles transporting biosolids shall not exceed the maximum allowable load limit (pounds) of any road or bridge being used. All haul routes to and from the biosolids application sites shall be selected by the City.
- 207.3. All vehicles and equipment shall be adequately cleaned prior to contact with biosolids to avoid potential cross contamination of previously hauled materials.
- 207.4. Operations will be suspended during periods of inclement weather, as determine by the City. Furthermore, in case of inclement weather, the City will notify the Seller when biosolids hauling

operations may resume.

207.5. The front gate into the facility can be used for entering the facility. Exiting the facility can be made by traveling north under 71st Street and up the hill to the north side entrance onto 71st Street.

207.6. The grass area just north of the lagoon can be used as a staging area.

208. CONFORMANCE TO SLUDGE MANAGEMENT PERMIT AND INDIVIDUAL SITE-SPECIFIC PLAN

208.1. The Seller shall operate under and in full accordance with the approved City of Tulsa Sludge Management Permit and Individual Site-Specific Plans. The Sludge Management Permit and Individual Site-Specific Plans are and will remain the property of the City of Tulsa. Copies of these plans shall be provided to the Seller. During the bidding process these plans can be viewed at 175 E. 2nd Street, Ste. 1400, Tulsa, OK 74103.

208.2 The City will serve as primary contact with landowner/operator and will determine sites that will be utilized for biosolids application and method of biosolids application for each site in conjunction with landowner/operator. Final decision will rest with the Water Pollution Control representative as to sites utilized and application method required for each site. The City shall consider input from the Seller in arriving at said decisions.

208.3 The City has land already permitted to use for the land application projects. The Seller will not be responsible for land application permits.

209. SELLER COOPERATION

Seller shall cooperate with others who may be performing work on behalf of the City and the State of Oklahoma and others who may be employed by the City or the State on any work in the vicinity of the location where Seller may be performing services under this Agreement; and Seller shall so conduct his operations so as to not interfere with the work of others. The City shall use its best efforts to promote cooperation between Seller and others.

210. SELLER CONDUCT

210.1. It is understood and agreed by Seller and City that the phrase “to the satisfaction of the City”, above shall not be construed to imply that the City has any supervision of Seller’s forces, operations, or methods of operation.

211. REMOVAL OF EQUIPMENT

Seller agrees that upon termination of this Agreement, Seller, not later than thirty (30) days after such termination, (i) shall remove all its machinery, equipment and other property from the treatment plant work site, (ii) shall at its own cost and expense, repair and restore all damage to City property caused by Seller or its operations, and (iii) shall vacate the work site free and clear of all liens and furnish City with satisfactory evidence of the foregoing. Title to any Seller property not removed from treatment plant work site within the time limit stipulated above shall vest in the City and the City may dispose of any such property at Seller’s cost and expense.

212. UNDERTAKING BY THE CITY

212.1. The City shall insure Seller and its employees, agents or independent Sellers access to and from the lagoon and the adjacent biosolids loading areas on City premises for removal operations five (5) days a week during normal work hours (Mon-Fri 7am-7pm). All other days and hours must be approved by the Water and Sewer Dept.

212.2. In the monitoring and inspection of Seller's performance of its services under this Agreement, the City shall not unreasonably interfere with the removal, transportation and disposal operations of Seller and its employees, agents or subcontractors. It is understood and agreed, however, that the City may appoint such inspectors as deemed proper for the inspection and monitoring of Seller's operation on the work sites on City premises or the other sites. Seller shall furnish all reasonable assistance required by the inspectors for the proper inspection and monitoring of Seller's operations at the said work sites.

212.3 The City hereby designates the City's Director of Water and Sewer to be a liaison with Seller on matters pertaining to this Agreement and said Director and his designated assistants and inspectors shall have the right to inspect Seller's facilities, equipment and operations under this Agreement, whether or not such facilities, equipment and operations are located on City premises, day or night, to insure compliance with Agreement and to insure the health and safety of employees of the City provided, however, that Seller may designate portions of its facilities which it considers proprietary and any inspections of such portions shall be made only upon written request and after a written pledge of confidentiality is given with respect to proprietary aspects of such facilities.

213. SURVEYING LAGOON

213.1. Surveys shall be conducted by land surveyors registered in the State of Oklahoma. City will obtain the surveys using its own forces at the City's expense or if the Seller requests, an independent surveyor acceptable to Seller and the City will be hired to perform the work, expenses for which will be paid by the Seller.

If the City uses its own forces, Seller may employ an independent surveyor, at Seller's expense, to work with and verify the work of the City's forces. Any discrepancies shall be resolved before the mutually agreeable volume is calculated for the purpose of payment prior to the commencement of work.

Copies of the City's survey notes will be made available to the Seller within five (5) business days following said survey.

Seller agrees to furnish the necessary equipment and suitably attired rod man to assist the City Survey Crew in conducting all required surveys prior to the commencement of work and upon the completion of the lagoon. Any discrepancies shall be resolved before the mutually agreeable volume is calculated for the purpose of payment prior to the commencement of work. The City and Seller will acknowledge their agents have witnessed said measurement and agree with the payable volume of material by signing Attachment 2 Lagoon Survey Acceptance Form provided by the City.

213.2. City shall determine if excessive earth has been removed from lagoon bottom and/or side slopes. City shall calculate, in cubic yards, amount of earth removed excessively and deduct this from the final payment at a rate of \$300.00/cubic yard.

214. BIOSOLIDS REMOVAL BY SELLER

- 214.1. The City shall have the sole responsibility and risk of determining whether or not the biosolids to be removed off-site (i) complies fully with the terms of the Federal Resources Conservation and Recovery Act and its implementing regulations; (ii) and meets any special disposal requirements under state and local law comparable to the disposal requirements prescribed by federal law for wastes within the terms of the Federal Resource Conservation and Recovery Act or Section 405 of the Federal Clean Water Act and 40 CFR Part 503.
- 214.2. The City shall have the sole responsibility and risk of establishing that the biosolids to be removed are not “nonconforming biosolids”. For the purpose of this Agreement, nonconforming biosolids shall be biosolids which contain materials that are (1) toxic or otherwise hazardous as defined in 40 C.F.R. 261 promulgated by the United States Environmental Protection Agency (EPA), (2) listed as hazardous waste from non-specific sources in 40 C.F.R. 261.31 or hazardous waste from specific sources in 40 C.F.R. 261 promulgated by EPA or (3) are otherwise not suitable for disposal under applicable law.
- 214.3. Seller agrees to remove the biosolids determined by Section 204.1. Provided, however, in the event that Seller has reason to believe that the biosolids to be removed are nonconforming biosolids as defined in Section 214.2 the Seller may refuse and shall not be required to remove such biosolids if in each such instance Seller shall furnish City with the written documentation identifying such biosolids and setting forth the specific reason for Seller’s refusal to remove such biosolids from City’s biosolids lagoon. Should such biosolids subsequently be determined not to be nonconforming biosolids as defined in Section 214.2 Seller shall not refuse to remove the same.
- 214.4. For the purpose of the Agreement, Seller shall be deemed to have removed biosolids when such biosolids shall have been loaded in a suitable vehicle, transported to an approved site and earth incorporated. The removal by Seller of nonconforming biosolids and/or wastewater treatment biosolids which are properly stabilized shall not be a waiver of City’s obligation to provide biosolids which are conforming biosolids but the quantity of any such biosolids removed by Seller shall be credited against the City’s obligation to provide biosolids determined by Section 203 Biosolids Removal and Disposal.

215. PERMITS

- 215.1. Seller shall comply with all necessary permits, licenses and authorizations regarding removal, transportation and land application of biosolids as may be required by all applicable federal, state and local laws and regulations.
- 215.2. Seller will diligently pursue the issuance of required permits (if any) immediately following receipt of work order issued by the City.

216. LAWS, ORDINANCES AND REGULATIONS

Seller shall observe and comply with all ordinances, laws and regulations applicable to any aspect of Seller’s services under this Agreement, further, Seller shall comply with all applicable federal, state, county and municipal laws, rules and regulations, present or future, of agencies having jurisdiction over any aspects of Seller’s operations, including, without limitation, laws, rules and regulations relating to sanitation, pollution, safety and health.

217. ELECTRIC POWER

Seller shall furnish all power.

218. METHOD OF APPLICATION OF BIOSOLIDS

218.1. Method of application of biosolids will be dependent upon a variety of factors including, but not limited to, soil type, cropping plan, proximity to residential areas, soil moisture, and field condition. Seller shall have available vehicles specifically designed for application of municipal biosolids to agricultural lands. Seller will have available a tractor and disc, a Lawson 12' by 42" single drum or a City approved equivalent, pull-type pasture aerator roller with transportation wheels or a City approved equivalent, a 16'-20' wide flexible wire harrow; Terra-Gator, Big A Biosolids Vehicle, Ag Chem 2004, AGGator equipped with both splash plates or spray bars for surface spreading and grassland injectors with rolling coulters for subsurface injection of biosolids where prescribed by the City. Seller must have bleed air valves on hoses used to transfer biosolids from tankers to applicator vehicles in order to minimize spillage.

218.2 The Seller shall mix the lagoon's contents in order to establish uniform percent solids to achieve a uniform rate of land application.

218.3. The Seller will be responsible for the pasture aerator method of application. The aerator must be used to aerate the site immediately prior to application (same working day). Incorporate the biosolids by using a disc harrow or flexible wire harrow. Based on weather conditions, a drag or harrow must be used to enhance incorporation no longer than 7 days after application. Weather conditions may preclude this operation. Incorporation activities will be conducted to meet the City's approval to effectively incorporate biosolids into the soil and improve site esthetics.

218.4. Application equipment shall be equipped with automatic valves so that the driver is able to turn the application on or off without leaving the cab of the vehicle.

218.5. No application is allowed if the ground is frozen, dry enough to preclude penetration by the aerator or saturated soil conditions.

219 SPILL PREVENTION AND CONTROL PLAN

The following procedures and practices will be adhered to by Seller in order to minimize the possibility of a spill and to establish an effective response in the unlikely event of a spill:

1. Spill Prevention

- a) Insure truck drivers watch trailer while loading.
- b) Insure tank hatches are closed and latched while transporting.
- c) Inspect tank hatches daily and replace as necessary.
- d) Inspect tank valves daily and replace as necessary.
- e) Insure dust caps are in place while transporting.
- f.) Insure unloading operations in the field are conducted so as to minimize hose drainage.

g) Establish and maintain good sanitation practices at loading and off-loading zones so as to avoid tracking of biosolids material onto roadways.

2. Spill Control

In the event of a spill, the following actions will be taken by Seller immediately:

- a) HALT SOURCE of spill; i.e. rupture line or valve or damaged tank unit.
- b) CONTAIN SPILL Use straw bales to form a barrier. Straw bales shall be kept at the project site for such purposes.
- c) CLEAN UP Employ vacuum equipment or biosolids applicator to remove as much spilled material as possible. Complete clean up by scattering straw from straw bales to soak up remaining material. Pick up straw manually and dispose of in landfill.
- d) FINAL CLEAN UP Flush roadways with water as necessary to clean. Allow to dry and incorporate if spill occurs on a non-paved and tillable area. In the event a spill occurs on private property, final clean up should be completed immediately to the satisfaction of the owner.
- e) REPORTING As soon as possible after the spill, notify the City of Tulsa (Support Services Manager, Cindy Cantero at (918) 596-9870) and the respective County Department of Environmental Quality office. Within twenty-four (24) hours of the spill a written report detailing how the spill occurred and all action taken shall be sent to the City and respective County Department of Environmental Quality offices.
- f) MANAGEMENT of clean-up efforts. The Seller's project manager shall take immediate charge and initiate clean-up activities. Seller's labor shall be used. Additional labor shall be requested from the City as needed. The project manager shall also communicate with the public on the scene, answering questions and advising of clean-up activities.

220 WEEKLY PROGRESS REPORTS AND MONTHLY PROGRESS MEETINGS

220.1. Seller shall submit weekly written reports detailing project progress to date, problems encountered or anticipated which impact project progress, and plans for the next week's work. Project progress reports shall be due on a weekday mutually agreeable to the City and Seller and shall be specified at the Pre-work Conference. The initial project progress report will be due following the first full week after issuance of work order.

220.2 Monthly progress meetings shall be held in Tulsa between designated Seller representative(s) and City Water Pollution Control personnel or representatives when deemed necessary. The Pre-work Conference will constitute the first monthly progress meeting and subsequent meeting dates and times will be agreed upon at the Pre-work Conference, mutually agreeable to the City and Seller.

221. TESTING AND REPORTING REQUIREMENTS

221.1. The City shall have the responsibility for testing of the biosolids to the extent given in the City of Tulsa Biosolids Management Plan. Monitoring and Reporting of the biosolids application shall be conducted for the purpose of regulating and varying the hydraulic loadings to approximately attain but not to exceed the annual application rates detailed in the City of Tulsa Biosolids Management Plan for the respective biosolids and for the purpose of meeting all

reporting requirements. Tests will be conducted more frequently only if the biosolids characteristics are observed to materially change and the City reserves the right to suspend Seller operations pending the determination of biosolids characteristics.

221.2. All field operation data required for the preparation of the operating report will be kept by Seller on a daily basis and furnished to the City on a daily basis. The City shall then forward the Operating Report to the State of Oklahoma Department of Environmental Quality (ODEQ) with copies to the landowners.

ADDITIONAL INFORMATION

Here is the total quantity of liquid biosolids removed over the course of the last four years;

2021 – 6,567,617 gallons removed at a cost of \$279,123.70
2019 - 10,615,443,61 gallons removed at a cost of \$377,684.33
2018 - 9,623,387.51 gallons removed at a cost of \$ 349,065.22.

The previous method of removal was:

A tractor and power-driven pump were used on the ramp to mix and pump out. Approved track equipment was used for the total cleanout of the bottom only.

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Attachment 1

Volume of Lagoon 7

Depth (ft)	Volume (ft3)	Volume (gal)
1	117,967	882,393
2	240,116	1,796,068
3	366,519	2,741,562
4	497,248	3,719,415
5	632,375	4,730,165
6	771,972	5,774,351
7	916,111	6,852,510
8	1,064,864	7,965,183

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Attachment 2

LAGOON SURVEY ACCEPTANCE FORM

DATE: _____

PROJECT: _____

DESCRIPTION: AGREEMENT FOR LIQUID BIOSOLIDS DISPOSAL BY LAND APPLICATION
LAGOON NO. _____

LOCATION: SOUTHSIDE WASTEWATER TREATMENT PLANT

CONTRACTOR: _____

REMARKS:

Survey of elevation to determine the payable volume of biosolids.

On this date, the undersigned, representing the City of Tulsa and the Seller, did witness a survey by City of Tulsa Engineering for the purpose of determining the average surface elevation of biosolids in “described” lagoon located at the Southside Wastewater Treatment Plant.

The Top of Biosolids elevation was found using _____ survey points to be _____ feet.

By using the Payable Volume Calculations Worksheet provided by the Authority,

_____ gallons of biosolids make up the payable volume.

WITNESS:

for the City of Tulsa

Date

for the Seller

Date

Survey Chief

Date

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If you have any questions, email Jina Djahedian (jdjahedian@cityoftulsa.org) or check the City's "Selling to the City" website ([linked here](#)).
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

Attendance Requirement

- Attendance at the Pre-Bid Conference (in-person or virtual) is required to submit a Bid.
- Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your bid response, You may have questions or points of clarification around this solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the Assigned Buyer (listed on the first page) and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments and including it with Your Information for Bid. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Document Checklist to ensure your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.
 Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The time stamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the City deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- And if documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening or to delay or reschedule the Bid Opening for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening**: All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

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IV. BID EVALUATION AND AWARD

- Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected are as set forth in [the City's Purchasing Ordinance](#) and include, but are not limited to the following:
 - A submitted Invitation for Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- Bid Award Recommendation and Appeal**: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING AND PAYMENT

- 1. Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative. Often a purchase order receipt will serve as notice to proceed.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 Days after the Bid Opening Date.

- 2. Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this Invitation for Bid will govern the transaction and be enforceable by the City and Bidder.

- 3. Payments:** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made net 30 Days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

- 4. Insurance:** Yes: No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
	\$
	\$

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

5. Bonding:

No Bid or Performance Bond is Required

6. Federal Funding: If the box is checked "Yes," federal funding is involved with this purchase:

Yes: No:

Click or tap here to enter text.

7. References: If the box is checked "Yes," References are **required:**

Yes: No: If yes, number of references required: **2**

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies / services provided by the Bidder.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____

RETURN THIS ENTIRE BID PACKET

EXHIBIT A – DELIVERY AND PRICING

Bidder's Legal Name: _____
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, **state the number of Days** You need to deliver the Supplies and/or to begin providing Services: _____

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

Pricing:

Item	Description	Quantity	Unit Cost	Extended Cost
204.1	LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED WITHIN THE SOUTHSIDE LAGOON ABOVE ONE FOOT AVERAGE DEPTH. BID IS UNIT PRICE PER GALLON.	2,100,000 (Gallons)	\$_____/gal	
204.2	LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED WITHIN THE SOUTHSIDE LAGOON BELOW ONE FOOT AVERAGE DEPTH. BID IS UNIT PRICE PER GALLON.	882,393 (Gallons)	\$_____/gal	
204.3	COST PER MILE FOR EACH 1,000 GALLONS HAULED FURTHER THAN 47 MILE ROUND TRIP HAUL ROUTE. BID IS UNIT PRICE FOR 1,000 GALLONS-MILE.	6,000 (1,000 gal-mile)	\$_____/mile	
TOTAL EXTENDED COST (All costs must be included or your bid will be disqualified)			\$_____	

The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the initial term of the Agreement. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1** (web link below) from the prior year or the following fixed percentage: _____%.
- b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

EXHIBIT B - BIDDER INFORMATION SHEET

Bidder's Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an Authorized Agent and notarized

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

TAC 1169D – Southside Liquid Biosolids Disposal By Land Application

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Definitions.**
 - a. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
 - b. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
 - c. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
 - d. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
 - e. **"Bid Opening Date"** means the date the Bid is opened by the City.
 - f. **"City"** means the City of Tulsa, Oklahoma.
 - g. **"Days"** means calendar days unless otherwise specified.
 - h. **"Invitation for Bid" or "IFB"** consists of the following documents: Notice of Invitation for Bid (Sections I-V, all preceding pages), Bidder Information Sheet, References, Specifications, Affidavit(s), Acknowledgment of Receipt of Addenda/Amendments, Delivery and Pricing
 - i. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
 - j. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
 - k. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the primary Seller is unable to provide all the Supplies and/or Services.
 - l. **"Seller"** means the Bidder whose Bid City Accepts.
 - m. **"Specifications"** means the technical and/or performance requirements for the Supply or Service.
 - n. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
 - o. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org
2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.
3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this

PURCHASE AGREEMENT

(Page 2 of 5)

Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with a Supply, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Seller Bears Risk.** Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
11. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
12. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
13. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
14. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
15. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply, with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is

PURCHASE AGREEMENT

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defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

16. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
17. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
18. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
19. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:
 - i. To Seller: Contact for Legal Notice as specified on the Bidder Information Sheet.
To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103
20. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
21. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
22. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
23. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
24. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
25. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
26. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding

PURCHASE AGREEMENT

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arbitration of any disputes.

27. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
28. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any statement of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
29. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
30. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
31. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 30.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 30.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 30.3 Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 30.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 30.5 All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
32. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
33. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

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IMPORTANT NOTE: This document must be signed by Authorized Agent FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following Addenda or Amendments and understand that such Addenda or amendments are incorporated into the Invitation For Bid and will become a part of any resulting contract.

List Date and Title/Number of all Addenda or Amendments: (Write "None" if applicable).

Sign Here ►

Printed Name:

Title:

Date:

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City of Tulsa and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted**.

Bidder's Name: _____

BIDDER CHECKLIST		
RESPONDENT DOCUMENTS		INCLUDED?
Notice of Invitation for Bid (Sections I-V, all preceding pages)		
EXHIBIT A: Delivery and Pricing		
EXHIBIT B: Bidder Information Sheet		
Specifications		
References (if applicable)		
Certificate(s) of Insurance (if applicable)		
Affidavits <i>Signatures of Authorized Agent and notarization required</i>		
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>		
Acknowledgment of Receipt of Addenda/Amendments <i>Must be completed and signed by Authorized Agent.</i>		

[RETURN THIS ENTIRE BID PACKET](#)

PACKING LABEL

Top Left Corner

FROM: Name
Bidder's Legal Name
Street Address
City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 1169D

BID DESCRIPTION: SS Liquid Biosolids Disposal By Land Application

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.